



483

american title insurance company

This instrument was prepared by 2119 3RD AVENUE NORTH • BIRMINGHAM, AL 35203 • (205) 234-8080
 (Name) Courtney H. Mason, Jr.

SEND TAX NOTICE TO:

Guenter Neubauer

(Address) P. O. Box 20814, Birmingham, Alabama

WARRANTY DEED- AMERICAN TITLE INS. CO., Birmingham, Alabama

STATE OF ALABAMA

Jefferson COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Thirty-Nine Thousand Two Hundred Four and no/100-----Dollars

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I
 or we,

Exchange Properties, Ltd.

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Guenter Neubauer

(herein referred to as grantee, whether one or more), the following described real estate, situated in
 Shelby County, Alabama, to-wit:

Part of the E 1/2 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the northwest corner of said E 1/2 of the SW 1/4 of Section 30, run in a southerly direction along the west line of said E 1/2 of the SW 1/4 for a distance of 1,393.76 feet to the point of beginning; thence continue along last mentioned course for a distance of 155.17 feet; thence turn an angle to the left of 87 deg. 44 min. and run in an easterly direction for a distance of 280.95 feet; thence turn an angle to the left of 92 deg. 16 min. and run in a northerly direction for a distance of 155.17 feet; thence turn an angle to the left of 87 deg. 44 min. and run in a westerly direction for a distance of 280.95 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to current taxes.

Subject to - see attached Addendum for covenants, restrictions, etc.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (X) do for myself (X) and for my (X) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (X) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (X) have a good right to sell and convey the same as aforesaid; that I (X) will and my (X) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hands(s) and seal(s), this 31st
 day of January, 1984.

EXCHANGE PROPERTIES, LTD.

(Seal)

K. L. Williams, General Partner

(Seal)

(Seal)

STATE OF ALABAMA

Jefferson COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that K. L. Williams, General Partner of Exchange Properties, Ltd. whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/ in his capacity as General Partner executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, A. D. 1984.

ADDENDUM

This conveyance shall be made subject to the following covenants, limitations and restrictions which shall run with the land perpetually:

1. No building shall be constructed within 35 feet of the front lot line or within 28 feet of the side or rear lot lines.
 2. No building shall be allowed more than one tenant sign to the fronting street. All free standing signs must be within the property line not higher than 6 feet above the ground. No building sign may extend above the face of the building nor project more than 18 inches from the wall. Signs may be illuminated by non-flashing direct or indirect illumination and shall not contain moving parts.
 3. There shall be a minimum of off-street parking of four cars per 1,000 square feet of planned office floor space. No parking shall be permitted on any street or any other space other than approved parking spaces. Paved areas larger than 20,000 square feet shall have landscaped islands with total area of not less than two (2) percent of the paved area, intermittently placed within the paved area so as to visually break the area into smaller areas. Side-yard areas may be paved to within 12 feet of the property line. The 12 foot space shall be used as a run belt between developments. Rear-yard areas may be paved to the property line.
 4. Each building shall have a service yard adequate for handling of waste and garbage. Such service yard shall be paved and be enclosed by a structure not less than 6 feet tall and adequate to conceal from visibility the service yard, equipment and material stored within.
 5. All on site utility service lines must be underground.
 6. Exterior lighting fixtures shall not extend higher than 16 feet as measured from the ground and must be constructed to direct and control the beam within subject parcel.
 7. 10' easement along the western property line.
- If the parties hereto, or anyone of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be unlawful for the Grantor, its successors and assigns to prosecute any proceedings at law or in equity against the person, or persons, violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages from such violations.

Invalidations of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1984 FEB 13 AM 10:52

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Deed tax - 3950

300
100

4350